

**CONTRACT BETWEEN**  
**LAKE COUNTY, FLORIDA**  
**AND**

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**for**  
**Archaeological Survey**  
**for**  
**Ferndale Preserve and P.E.A.R. Park**  
**ITB 08-0252**

This is a Contract between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and \_\_\_\_\_, a Florida corporation, its successors and assigns, hereinafter referred to as CONTRACTOR.

**Recitals**

**WHEREAS**, the COUNTY has publicly submitted an Invitation to Bid (ITB) to prepare an archaeological survey for Ferndale Preserve and P.E.A.R. Park; and

**WHEREAS**, CONTRACTOR desires to perform such services subject to the terms of this Contract.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

**1.1** The foregoing recitals are true and correct and incorporated herein by reference.

**Article 2. Scope of Services**

**2.1** On the terms and conditions set forth in this Contract, the COUNTY hereby engages CONTRACTOR to perform the services more specifically detailed in **Exhibit A**, Scope of Services, attached hereto and incorporated herein by reference.

2.2 All documents and drawings attesting to this Project shall become the property of the COUNTY. Digital photographs, if any, shall be taken from start to finish of the work and shall become the property of the COUNTY.

2.3 The CONTRACTOR shall not begin until authorized by the COUNTY in writing with a Notice to Proceed.

2.4 CONTRACTOR acknowledges that time is of the essence in carrying out CONTRACTOR'S responsibilities under this Agreement. CONTRACTOR shall complete the Project within **sixty (60)** consecutive calendar days after receipt of the Notice to Proceed.

### **Article 3. Payment**

3.1 In no event shall this Agreement exceed the amount of \$\_\_\_\_\_, the CONTRACTOR'S base bid, including all applicable taxes, materials, labor, supervision, management and overhead, unless a duly authorized change order has been issued in accordance with the COUNTY'S purchasing policies and procedures. The fee shall be paid in full upon completion of the work.

3.2 Invoices shall be submitted in duplicate to \_\_\_\_\_, \_\_\_\_\_, P.O. Box 7800, Tavares, Florida 32778. The invoice shall contain the bid number and a detailed description of services provided. **Payment shall be made on a lump sum basis upon completion of the Scope of Services. The CONTRACTOR shall submit a final invoice in accordance herewith.**

3.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. However, the COUNTY shall not make payment on partial delivery of supplies or materials.

3.4 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

### **Article 4. County Responsibilities**

4.1 COUNTY shall designate a County staff member to act as COUNTY'S Project Manager.

4.2 COUNTY shall pay in accordance with the provisions set forth in this Agreement.

4.3 The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

## Article 5. Special Terms and Conditions

**5.1 Qualifications.** Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

**5.2 Termination.** This Contract may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work hereunder is in progress but not completed as of the date of termination, then this Contract may be extended upon written approval of the COUNTY until said work is completed and accepted.

A. Termination for Convenience. In the event this Contract is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 30 day advance written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

**5.3 Subletting of Contract.** This Contract shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Contract and all transactions with the COUNTY must be through the CONTRACTOR.

**5.4 Insurance.** CONSULTANT shall provide and maintain during the entire term of this Agreement insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(X) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

(X)	General Liability	
(X)	Each Occurrence/General Aggregate	\$500,000
(X)	Products-Completed Operations	\$500,000
(X)	Personal & Adv. Injury	\$500,000
(X)	Fire Damage	\$50,000
(X)	Medical Expense	\$5,000
(X)	Contractual Liability	\$300,000



- ( X ) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person or accident)	\$100,000
Property Damage	\$100,000

- ( X ) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be name as additional insured as their interest may appear on the:

- (X) general liability policy  
( ) automobile liability policy

- ( X ) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).
- ( X ) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance, with ten (10) day written notice of cancellation due to non-payment of premium.
- ( X ) Certificates of insurance shall identify the RFP number, contract, project, etc. in the Description of Operations section of the Certificate.
- ( X ) CONSULTANT shall be responsible for subcontractors and their insurance.
- ( X ) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800,TAVARES, FL 32778-7800

CONSULTANT Liability Insurance policies shall be endorsed to add COUNTY as an additional insured for General Liability Insurance. Additionally, CONSULTANT shall be responsible for payment of all deductibles and self-insurance retention on CONSULTANT Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice, or ten (10) days written notice of cancellation due to non-payment of premium, has been given to COUNTY by certified mail.

**5.5 Indemnity.** The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. Additionally, the

CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONTRACTOR, its agents, employees or representative, in the performance of the CONTRACTOR'S duties set forth in this Contract.

**5.6 Independent Contractor.** The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**5.7 Acceptance of Services.** Any service(s) procured as a result of this Contract may be evaluated for compliance with specifications. In the event that the service is found to be defective or does not conform to the specifications, the COUNTY reserves the right to require corrective action as appropriate which may include, but is not limited to, ordering re-performance of service or the termination of the contract for default. The COUNTY will not be responsible for paying for any service that does not conform to the contract specifications.

**5.8 Public Records / Copyrights**

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the State Housing Initiative Partnership requirements, whichever is longer.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the



CONSULTANT will not be eligible for any compensation. This specifically applies to the curriculum and training reference materials.

**5.9 Right to Audit.** The County reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

**5.10 Codes and Regulations.** All work completed under this Contract shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

**5.11 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**5.12 Prohibition Against Contingent Fees.** The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

**5.13 Grant Funding.** In the event any part of the contract is funded by federal, state, or local agency monies, the CONTRACTOR agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted. A copy of the grant requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

## **Article 6. General Conditions**

**6.1** This Contract is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Contract shall lie in Lake County, Florida.

**6.2** Neither Party may assign any rights or obligations under this Contract to any other party unless specific written permission from the other party is obtained.

**6.3** The captions utilized in this Contract are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Contract.

6.7 During the term of this Contract the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

6.8 The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 Wherever provision is made in this Contract for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

If to COUNTY:

Cindy Hall, County Manager  
Lake County Administration Bldg.  
Post Office Box 7800  
Tavares, Florida 32778-7800

cc: \_\_\_\_\_

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

**Article 7. Scope of Contract**

7.1 This Contract is intended by the parties hereto to be the final expression of their Contract, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Contract contains the following Exhibit:

**Exhibit A**                      Scope of Services

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 and by CONTRACTOR through duly authorized representative.

**CONTRACTOR**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COUNTY**

ATTEST:

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Neil Kelly, Clerk of the  
Board of County Commissioners  
of Lake County, Florida

\_\_\_\_\_  
Welton G. Cadwell, Chairman

This \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Approved as to form and legality:

\_\_\_\_\_  
Sanford A. Minkoff



## **EXHIBIT A**

### **SCOPE OF SERVICES**

Archaeological Surveys are required per the Florida Communities Trust Grant requirements for the following parks.

#### **Ferndale Preserve on Lake Apopka** (conceptual plan attached)

192 Acres + or –

Map location: Section 26/27, Township 21 South, Range 26 East

Location: North of County Road 561A, on the east side of County Road 455 in the Ferndale area

Consultant to provide an Archaeological Survey of Ferndale Preserve on Lake Apopka.

The survey must meet and satisfy the Florida Communities Trust Requirements, known as 04-030-FF4. Please contact Edward Eckstein at 850.922.1705 or e-mail him at [edward.eckstein@dca.state.fl.us](mailto:edward.eckstein@dca.state.fl.us) for further FCT information.

#### **P.E.A.R. Park** (conceptual plan attached)

51 Acres + or –

Map location: Section 24, Township 20 South, Range 24 East

Location: South of Palatlakaha River and westerly of US Highway 27.

Consultant to provide an Archaeological Survey of P.E.A.R. Park.

The survey must meet and satisfy the Florida Communities Trust Requirements, known as 03-086-FF3. Please contact Edward Eckstein at 850.922.1705 or e-mail him at [edward.eckstein@dca.state.fl.us](mailto:edward.eckstein@dca.state.fl.us) for further FCT information.





